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 and AMAZON TECHNOLOGIES, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

AMAZON.COM, INC., a Delaware
 corporation, and AMAZON TECHNOLOGIES,
 INC., a Nevada corporation,

Plaintiffs,

v.

UMER WASIM, *et al.*,

Defendants.

Case No. 3:23-cv-05580-TLT

**DECLARATION OF ROBERT
 BJORKDAHL IN SUPPORT OF
 PLAINTIFFS AMAZON.COM, INC. &
 AMAZON TECHNOLOGIES, INC.'S
 MOTION FOR DEFAULT JUDGMENT
 AGAINST DEFENDANTS (1)
 VTLOGODESIGN, INC.; (2) MK
 AFFILIATES, INC.; (3) ALI ALAM; (4)
 DYNAMIC DIGITAL SOLUTIONS LLC;
 (6) MEHWASH MUNIR; (6) ONE STOP
 COMPUTER SERVICES LLC; (7)
 MUHAMMAD ZUBAIR KHAN; (8)
 TECHTURE INC.; (9) MUHAMMAD
 MUDASSAR ANWAR; (10) TECH DRIVE
 PVT LLC; (11) ASHHAR RAWOOF; (12)
 SMART STARTUP SOLUTIONS; (13)
 MUHAMMAD USMAN KHAN; (14)
 YASIR AGAR; (15) MUHAMMAD
 SHIRAZ QURESHI; AND (16) MAVIA
 NIZAM**

Hearing Date: December 10, 2024
Time: 2:00 pm
Location: San Francisco
Courtroom 09, 19th Flr
 Complaint filed: October 30, 2023

1 I, ROBERT BJORKDAHL, declare as follows:

2 1. I am over the age of eighteen and am competent to testify as to the matters set forth
3 herein. I have personal knowledge of the facts in this declaration, and base this declaration on my
4 personal knowledge.

5 2. I make this Declaration in support of Plaintiffs' Motion for Default Judgment
6 Pursuant to Federal Rule of Civil Procedure 55(b) as to Defendants: (1) VTLogodesign, Inc.; (2)
7 MK Affiliates, Inc.; (3) Ali Alam; (4) Dynamic Digital Solutions LLC; (5) Mehwash Munir; (6)
8 One Stop Computer Services LLC; (7) Muhammad Zubair Khan; (8) Techtute Inc.;
9 (9) Muhammad Mudassar Anwar; (10) Tech Drive Pvt LLC; (11) Ashhar Rawoof; (12) Smart
10 Startup Solutions, LLC.; (13) Muhammad Usman Khan; (14) Yasir Agar; (15) Muhammad Shiraz
11 Qureshi; and (16) Mavia Nizam ("Defendants"). The following facts are personally known by me
12 to be true and, if called and sworn as a witness, I could and would competently testify as follows.

13 3. I am a customer of Amazon.com, Inc. ("Amazon")

14 4. I am a resident of Maine.

15 5. After researching publishing services to self-publish several books I wrote, I
16 decided to publish through Amazon.

17 6. In or around March 2023, I sought assistance with self-publishing my books
18 through Amazon. I searched online for a contact number to get pricing on Amazon's publishing
19 services. My search led me to a website that appeared to be Amazon's, so I called the number on
20 the website.

21 7. I later realized that I had visited the website for Amazon Prof Inc ("API"), an
22 entity that maintained a website with the URL "amazonprofinc.com" ("Website").

23 8. At the time I visited the Website, it appeared to me that I was on Amazon's official
24 site. For example, I observed a logo on the Website that appeared to be Amazon's logo with an
25 arrow at the bottom of the logo in the shape of a smile. The Website had an orange and black
26 color scheme similar to Amazon's official site. These visuals lead me to believe that I was
27 interacting with Amazon.
28

1 9. When I first spoke with API's representatives, they represented API as being part
2 of Amazon. For example, API's representatives made repeated references to Amazon and
3 Amazon's business preferences. At the time, I believed I was interacting with Amazon, not with
4 an unrelated third-party entity.

5 10. The first API representative I spoke with informed me that API could list all three
6 of my books on Amazon for \$500. We discussed listing only through my Amazon account.

7 11. In or around March 2023, API sent me a pair of documents, which I signed,
8 including a "Contract of Order Terms and Conditions" and a "Consultant Non-Disclosure
9 Agreement," true and correct copies of which are attached hereto as **Exhibits A and B**,
10 respectively. These contracts used Amazon's logo and represented that API was located in San
11 Francisco, CA.

12 12. This initial API representative later transferred me to an individual named "Ryan
13 Hawkins," who would purportedly be the manager assigned to my project. Instead of helping me
14 with my project, however, Mr. Hawkins attempted to upsell me on additional services. For
15 example, although I initially only intended to publish my books as e-books, Mr. Hawkins
16 convinced me to pay an additional \$700 to publish them as paperbacks. Mr. Hawkins then pressed
17 me to purchase additional marketing services, including the creation of a promotional website, for
18 an additional \$3,500.00. Although I was reluctant to buy these services, as my original goal was
19 only to publish my books on Amazon, I eventually ended up paying API a total of \$2,250 for
20 publishing and marketing services. Mr. Hawkins and I discussed the proposed content for the
21 promotional website.

22 13. I received at least one invoice for API's services on March 28, 2023, from email
23 address no-reply@techureinc.com. The invoice said "Thank you for choosing
24 amazonprofinc.com", but indicated "DBA Techure Inc" on the email, copied email recipient
25 sales@techureinc.ocm, and indicated to email billing@techureinc.com for billing related
26 inquiries. A true and correct copy of this invoice is attached hereto as **Exhibit C**.

27 14. Approximately two weeks after I agreed to purchase the website promotional
28 services, API had done almost nothing on the project. What work had been done on the

1 promotional website was substandard, including extensive typographical errors. I became
2 increasingly dissatisfied with API, and started believing API did not actually perform publishing
3 services.

4 15. I really did not question API too much in the beginning, because they were using
5 Amazon and my Amazon account, which furthered my belief that they were Amazon. It was not
6 until I realized that API did not know what they were doing, that I thought to ask questions. I
7 spent so much time with them getting the book ready for publishing, that I asked, "why am I
8 paying you?"

9 16. By April 2023, I asked API for a full refund. They said if I wanted the refund right
10 away, they would give me 50% of the total and they would keep 50%. Otherwise they said that I
11 would have to wait a month to get the first 50% and then wait another month to get the remaining
12 50%. API said that the refund policy was Amazon's policy, but I believed based on my previous
13 experience with Amazon that Amazon would never do this, they would refund you right away.

14 17. Mr. Hawkins ultimately agreed to provide a partial refund of \$1,750.00. Attached
15 here as **Exhibit D** is a true and correct copy of a "Credit Note" that I received from Mr. Hawkins.
16 However, API never actually provided any refund. During the process of seeking a refund, API
17 representatives continued attempting to upsell me on marketing services.

18 18. On or around July 2023, I realized that API has no affiliation with Amazon, when I
19 emailed Amazon Web Services regarding my refund, and received a response from no-reply-
20 aws@amazon.com, indicating that the charges I referenced were not related to Amazon Web
21 Services.

22 19. I subsequently spoke with someone that was affiliated with Amazon, and have
23 provided Amazon with the facts and documents surrounding this incident.

24
25 I declare under penalty of perjury under laws of the United States that the foregoing is true
26 and correct. Executed this 6 day of September, 2024 in Scarborough, Maine.

27
28 
ROBERT BJORKDAHL

EXHIBIT A

Contract of Order Terms and Conditions

Dear **Robert Bjorkdahl**,

Thank you for your interest in our Book Publishing service. As discussed with you, **Amazon Prof INC** experts will be working on your book throughout the process.

We are working with qualified editor and publishers and we have the competency and skill to work on your book.

We will reserve 3 (Three) experts for your project to ensure quality deliverables:

1. **Expert marketing manager on your subject**
2. **Quality Assurance Expert**
3. **Final Analysis Expert**

We Guarantee:

1. 100% Satisfaction Guaranteed
2. 100% Ownership Rights

Payment Details: (Platinum Package)

Cost for Book: \$500 (Five Hundred Dollars Only) for 3 books as mentioned below.

Service includes:

- Publishing on **KDP**.
- Publishing in e book format for your customers' ease (**E book**)
- Unlimited Revisions
- Premium Support

All work provided by Amazon Prof INC and/or prepared by the ghostwriter(s) employed by Amazon Prof INC or its affiliates will be given promptly to **Robert Bjorkdahl** as his/her sole possession. **Robert Bjorkdahl** will retain all ownership and other rights of authorship as the sole author of the work.



Chris Jordan (Promisor)
Director Sales



Robert Bjorkdahl (Promisee)
Client



EXHIBIT B

CONSULTANT NON-DISCLOSURE AGREEMENT

This is a Non-Disclosure Agreement (the "NDA") between **Robert Bjorkdahl** (the "Client") and **Amazon Prof INC** (the "Company") which is entered into between the Client and the Company in consideration of the Client retaining the Company for the performance of services (the "Services") for the benefit of the Client. The Client and the Company, each separately, is a Party (a "Party") to this NDA and collectively are herein referred to as the Parties (the "Parties").

- The effective date of this Agreement is the date on which the Parties have entered into an agreement for the Services either orally or in writing as evidenced by payment for the Services by the Client to the Company.
- The Company acknowledges and agrees that in connection with the Services, the Client may disclose to the Company information, including, but not necessarily limited to: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects, and raw data. Information of a personal and confidential nature would be kept between the Client and the Company and would not be leaked out whatsoever.
- The Company agrees to keep confidential all the information described in Clause 2 herein and shall not disclose said information to any person or persons, real or juridical, other than as may be required to enforce a Party's rights in the resolution of any dispute between the Parties.
- After completion of the Services, the Company shall continue to keep confidential all the information described in Clause 2 herein. The Company may keep its obligations of confidentiality as set forth in the NDA by returning all Client materials to the Client or by destruction of such materials after a three (3) month period following the completion of the Services.
- Drafts provided to Client are based on the Client's work product materials provided to **Amazon Prof INC** and subsequent discussions. Clients are responsible for review of these drafts and for making any changes required to ensure it meets the requirements of the Client.

This NDA will be governed by the laws of the state of California of Data Protection Act 2018 and subject to the jurisdiction of the courts thereof.



Chris Jordan (Promisor)
Director Sales



Robert Bjorkdahl (Promisee)
Client



EXHIBIT C

----- Forwarded message -----

From: **techtüreinc** <no-reply@techtüreinc.com>

Date: Tue, Mar 28, 2023 at 4:25 PM

Subject: New Payment Invoice Link

To: <sales@techtüreinc.com>, <Ryan.hawkins@amazonprofinc.com>, [REDACTED]



DBA Techtüre Inc

Invoice Details:

Client Name:	Robert Bjorkdahl
Project Description:	
Amount:	1000USD
Packages:	Other
Invoice Link :	CLICK HERE TO PAY

Please feel free to send us an email at billing@techtüreinc.com or call us at 608-389-7077 for billing related queries.

Thank you for choosing amazonprofinc.com.

EXHIBIT D



CREDIT NOTE

CN-10012

Amazon Profesional INC

(855) 509-5547

Date: Apr 12, 2023

Bill To:

Robert Bjorkdahl
[REDACTED]**Balance Due: \$875.00**

Item	Quantity	Rate	Amount
Refund for Publishing and Marketing	1	\$1,750.00	\$1,750.00

Total: \$1,750.00

Amount to be refunded this month: \$875.00

Terms:

The amount will be reflected in the next 3-4 business days.